

EXHIBIT A



June 17, 2019

Mr. Adam Perzow
Hampstead Global LLC
2 Brookfield Land
Scarsdale, New York 10583

RETAINER AGREEMENT

Hampstead Global LLC ("Client") hereby agrees to retain the services of Kirby Aisner & Curley LLP to be the attorneys for Client with respect to the following matters:

LEGAL SERVICES TO BE RENDERED

We anticipate performing the following legal services for Client:

- A. Representing Client as substitute counsel in a proceedings under Chapter 11 of the United States Bankruptcy Code pending in the United States Bankruptcy Court for the Southern District of New York filed on March 30, 2019 Case No. 19-22721 (rdd), including but not limited to, the filing of appropriate pleadings, applications and discovery and engagement and management of settlement negotiations and contested matters.
- B. Advising Client with respect to legal issues concerning business operations, reorganization of the business, and if necessary, liquidation and sale of the business or assets.
- C. Investigating facts and researching relevant case law with respect all aspects of the Chapter 11 case.
- D. Communications with Clients' creditors, negotiating with Clients' lenders, landlord and vendors with respect to their alleged claims, including attempting to resolve the claim of Stacks Bowers Galleries.
- E. Assistance with preparation of all reorganization or business sale documents.

STATUS OF CHAPTER 11 CASE

Client acknowledges that there is a pending motion to dismiss the chapter 11 case, and that Monthly Operating Reports are delinquent. To be begin with, we will assist the Client in preparing Monthly Operating Reports and we will oppose the motion to dismiss. Client understands that the outcome of the motion to discuss is not guaranteed, and the motion

may be granted.

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FEE RATE

In partial consideration of services to be rendered, Client's principal, Adam Perzow, agrees to pay a retainer in the amount of \$5,000.00 on account for legal services to be rendered, payable upon execution of this Agreement. Except in the event of conversion or dismissal, any fees payable in excess of the applied retainer and ordinary expenses incurred are payable upon award by the bankruptcy court or pursuant to a monthly fee payment order as may be entered by the bankruptcy court. In the event of conversion or dismissal of the Chapter 11 case, the engagement provided for in this Retainer Agreement shall cease and continued representation of Client by Kirby Aisner & Curley LLP may be subject to additional retainer payment and/ or agreement.

The rates to be charged against the retainer are as follows:

Dawn Kirby	\$525.00 per hour
Erica R. Aisner	\$425.00 per hour
Julie Cvek Curley	\$425.00 per hour
Of Counsel	\$375.00 per hour
Law Clerks	\$200.00 per hour
Paralegals	\$150.00 per hour

Erica Aisner will be primarily responsible for the administration of your case.

COSTS AND EXPENSES

In addition to our legal fees, Client will be responsible for all reasonable out of pocket costs, expenses and disbursements, including filing fees, process servers, subpoena costs, messenger fees, postage, transcripts, computer based legal research and similar charges.

EXPERTS

Expert fees, such as accountants and appraisers, and personal service of others not of this office, are not included in our fees. You are responsible for payment of these fees. No such experts will be retained on your behalf without your permission to do so.

ARBITRATION AND ACTIONS FOR COLLECTION

In the event a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

In addition, and subject to that right, in the event it becomes necessary to bring an action for collection of fees and costs, Client agrees to pay reasonable attorneys' fees and costs of collection. Client hereby consents to jurisdiction of the Supreme Court of the State of New York, County of Westchester, or the United States District for the Southern District of New York for any such collection lawsuit.

ADDITIONAL TERMS AND CONDITIONS

It is expressly agreed and understood by the parties herein that this firm will commence no litigation or similar action on behalf of Clients that is neither well founded in fact nor based upon existing law or is not agreed to by Clients in advance.

**DO NOT SIGN THIS RETAINER LETTER AGREEMENT UNLESS YOU FULLY
UNDERSTAND IT.
BY SIGNING YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT.**

Dated: June __, 2019

HAMPSTEAD GLOBAL LLC

KIRBY AISNER & CURLEY LLP

By: 
Adam Perzow, President

By: 
Erica Aisner, Partner